

Request for Proposal
For Removal and Disposal of the Collapsed Pump House at Mitchell Field Pier
March 31, 2016

The Town of Harpswell seeks proposals for removal and disposal of the collapsed Pump House at the Mitchell Field Pier on Harpswell Neck. This approximately 30-foot by 25-foot structure (750 square feet) was initially attached to the main pier, but separated from it in 2015.

Site Inspection: Interested bidders are required to attend a site inspection at Mitchell Field, 1410 Harpswell Neck Road, on Tuesday, April 12, at 10:00 am to be conducted by the Town of Harpswell's Code Enforcement Officer Fred Cantu.

General Work Scope: The Town expects complete removal of all components of the pump house, which have separated from the main pier, down to the existing sea bed. This includes but is not limited to all concrete, submerged steel support piles and three large pipes protruding through the base slab and assumed driven into the sea bed. All piles and/or pipes are to be cut off at the mud line. Any remnants of concrete and steel projecting from the pier deck or caps at the former pump house location shall be cut flush and free of jagged edges. All material is to be disposed of off-site in an upland location in accordance with Maine environmental standards.

The Contractor is forewarned that the existing pier is unsafe and cannot be used for support without remedial action. It shall be the Contractor's responsibility to secure all work areas and to take measures necessary to prevent unauthorized access. Any land disturbed by the Contractor will have to be restored to pre-existing conditions. Contractor should take necessary steps to minimize degradation to any road surfaces at Mitchell Field.

Allowed hours of operation are Monday through Friday, 6am to 5pm, though Town will consider deviation from those days and hours of operation if the project is close to completion.

The Town expects that the selected Contractor will sign a contract with the Town in substantially the form attached.

Plans of original pier construction are available at the Town Office for review. A report entitled "Condition Assessment: Options for Repair and Demolition of the Mitchell Field Pier" is located on the Town's website at harpswell.maine.gov.

Removal to Industry Standards: The selected contractor will be responsible for removing the pump house remnants in compliance with local, state and federal laws. The Contractor must have staff certified with the Maine Department of Environmental Protection Coastal Erosion Control Practices Program. The work undertaken by the Contractor is governed by Maine Construction Safety Rules and OSHA (Occupational and Safety Health Administration) standards. All work must be done in accordance with the Maine Department of Environmental Permit by Rule for restoration of natural areas (see attached) and with industry standards for the safe removal, transportation and disposition of material. Town is not aware of the presence of hazardous materials, however, Town should be notified by the Contractor in the event hazardous materials are found.

Proposals shall include:

1. Company name
2. Relevant experience and three (3) references
3. Completed Bid Sheet
4. General description of the work to include the following items:
 - What vessels will be used for the project and how will these be moored.
 - Location and size of parking and laydown areas that will be required for the project,
 - What measures will be taken to prevent unauthorized access to the work area.
 - Location of licensed disposal site where material will be taken and how the material will be transported to the disposal site.
 - Project Schedule with time period on site not to exceed 60 days.
5. The Proposal must be accompanied by a certified or cashier's check for 5% of the total based bid or a satisfactory Bid Bond in a similar amount.

All proposals shall be submitted to the Town of Harpswell no later than Wednesday, April 27, 2016, 4:30pm, in sealed envelopes marked "Removal of Pump House." Proposals may be hand-delivered to the Town Office at 263 Mountain Road or mailed USPS to Town of Harpswell, P.O. Box 39, Harpswell, ME 04079. Questions regarding this RFP should be directed to Kristi Eiane, Town Administrator, 833-5771. The Town has the right to accept any bid it deems to be in the best interest of the Town, based on a combination of (1) pricing, (2) experience in similar types of projects, and (3) project understanding; or to reject any and all bids.

BID SHEET

Proposal of: _____

Address: _____

Telephone: _____

Sealed envelopes containing Proposals addressed to:

Town of Harpswell
Attn: Kristi Eiane
263 Mountain Road
Harpswell, Maine 04079

Having carefully examined the Request for Proposal and Form of Contract for the **Removal and Disposal of Collapsed Pump House at Mitchell Field**; the undersigned proposes to furnish all Labor, Equipment and Materials necessary for and reasonably incidental to this project.

This proposal includes the following Addenda:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

BASE BID ITEMS				
#		Description-written cost		Amount
1		Mobilization & Demobilization		\$ _____ Lump Sum
2		Pump House Removal		\$ _____ Lump Sum
3		Material Disposal		\$ _____ Lump Sum

Total Base Bid \$ _____

Signed: _____

By: _____

AGREEMENT FOR PUMP HOUSE REMOVAL & DISPOSAL

This Agreement made this ____ day of _____ 2016, by and between **THE TOWN OF HARPSWELL**, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter the "Town"), and _____ a company with a principal place of business in _____, _____, (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Town is desirous of having all components of the collapsed pump house removed and disposed of, and

WHEREAS, the Contractor has agreed to perform the work as outlined in the Contractor's response of _____ which is attached hereto and incorporated herein; and

WHEREAS, the Town now wishes to engage the Contractor to provide the Town such removal and disposal services;

NOW, THEREFORE, in consideration of their mutual promises and covenants, the parties agree as follows:

1. ENGAGEMENT/SCOPE OF WORK.

The Town hereby engages Contractor to perform removal and disposal services as outlined in the Town's request for proposals (which is attached hereto and made part of this agreement) and Contractor's response of _____, in accordance with the terms of this Agreement. Neither the Town nor the Contractor will be held to changes in the scope of work or price unless the changes are agreed upon in writing by the Town and the Contractor. Any changes shall be recorded using a written change order signed by each party indicating the scope of the same.

2. INDEPENDENT CONTRACTOR.

The Contractor and its officers, employees and agents shall for all purposes be deemed an independent contractor and shall not hold itself or themselves out as employees of the Town.

3. INSURANCE.

The Contractor shall maintain in full force and effect at all times, with a company licensed to do business in the State of Maine, evidenced by a certificate of insurance showing the necessary coverages as follows:

(a) Commercial General Liability Combined Single limit:

Each occurrence limit:	\$1,000,000
Product Completed Operations limit:	\$1,000,000
Personal /Advertising Injury limit:	\$1,000,000
Aggregate limit:	\$2,000,000
Products – Completed Operations aggregate limit:	\$2,000,000

General aggregate limit to apply on a location and per project basis.

(b) Contractual Liability must be covered under General Liability, but must be identified as such

(c) Umbrella Liability:

General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

(d) Auto Liability Combined Single limit: \$1,000,000 Each accident

(e) Workers Compensation Employers Liability*: Maine Statutory limits

(f) US Longshoreman and Harbor Workers Act. Federal Statutory limits

*The Contractor must procure and maintain coverage for working over the water.

4. PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish the Owner within 15 days of the execution of this Agreement a performance and a separate payment bond, each in the amount of the Contract Price executed by a surety company satisfactory to the Owner, guaranteeing the performance and payment by the Contractor.

5. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance, including willful misconduct, of work under this Agreement.

6. PAYMENT.

The total contract price shall not exceed \$_____. Within twenty-one (21) days following date of mobilization, the Contractor shall submit an invoice requesting one-third of the base bid contract price. Town shall remit payment except for retainage of 5% which will be held until final acceptance of the work by the Town. Upon receipt of an invoice from the Contractor indicating that approximately 75% of the project is complete, the Town shall remit payment for one-third of the base bid contract price to the Contractor within fifteen (15) days of receipt of that invoice, except for retainage of 5% which will be held until final acceptance of the work by the Town. The Contractor shall invoice the Town for the final one-third payment of the base bid contract price upon project completion. The Town shall have 30 days to confirm completion by a satisfactory inspection performed by the Town or its designee, provided the Contractor has submitted evidence in the form of lien releases or other evidence, satisfactory to the Town that all payrolls, material bills and other indebtedness connected with the Work has been paid. In no case shall the contract price be exceeded unless mutually agreed upon changes are approved in writing by the parties.

7. NOTICES.

Notices hereunder shall be deemed sufficient if sent by U.S. mail, certified, as follows:

To Town: Kristi Eiane
Town of Harpswell
P.O. Box 39
Harpswell, ME 04079

To: _____

8. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the Town and the Contractor arising out of or relating to

this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine except any law that purports to apply the substantive law of any other state or jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine Superior Court (Cumberland County).

9. ASSIGNMENT.

Neither party shall assign the Agreement without the prior written consent of the other.

10. TERM OF AGREEMENT.

This Agreement shall commence upon signing of this Agreement and the required proof of insurance is received by the Town. Project shall be completed by November 1, 2016. The completion date can be extended upon mutual written agreement of both parties.

IN WITNESS WHEREOF, the parties or their duly authorized agents execute this Agreement on the day and year first above written.

Town of Harpswell

Witness

By:

Contractor

Witness

By: